UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

AMERICAN INTERNATIONAL GROUP, INC., et al., Plaintiffs, v. ACE INA HOLDINGS, INC., et al., Defendants.	Case No. 07 CV 2898 Judge Robert W. Gettleman Magistrate Judge Sidney I. Schenkier
LIBERTY MUTUAL INSURANCE COMPANY, et al., Counter-Claimants, v. AMERICAN INTERNATIONAL GROUP, INC., et al., Counter-Defendants.	
SAFECO INSURANCE COMPANY OF AMERICA and OHIO CASUALTY INSURANCE COMPANY, individually, and on behalf of a class consisting of members of the National Workers Compensation Reinsurance Pool, Plaintiff, v. AMERICAN INTERNATIONAL GROUP, INC., et al., Defendants.	Case No. 09 CV 2026 Judge Robert W. Gettleman Magistrate Judge Sidney I. Schenkier

AIG'S RESPONSE IN OPPOSITION TO CLASS PLAINTIFFS' RENEWED MOTION FOR LIMITED RELIEF FROM THE PROTECTIVE ORDER

AIG respectfully submits this response in opposition to Class Plaintiffs' Renewed Motion For Limited Relief From The Protective Order.

ARGUMENT

Class Plaintiffs seek an order from the Court permitting them to disclose to members of the putative class the results of Class Plaintiffs' review of AIG's files and data produced during the sampling process. As Class Plaintiffs acknowledge, AIG was willing to allow such disclosures on the condition that Class Plaintiffs show AIG anything they intended to disclose before disclosing it. Class Plaintiffs refused to give that commitment, contending that they should not be required to disclose their attorney work product to AIG. Their position is flawed and should be rejected for several reasons.

First, as noted in their motion, Class Plaintiffs have already agreed to give AIG specific notice of any documents designated confidential under the Protective Order that they seek to show to putative class members, and they should be required to give AIG the same specific notice of any proposed disclosures of sampling information. That is the best way to ensure that there are no misunderstandings between the parties as to what they have agreed may be disclosed.

Second, requiring Class Plaintiffs to disclose to AIG the sampling-related materials they intend to give to putative class members will permit AIG to assess the accuracy of such materials and, where necessary, make corrective disclosures. This will best serve the interests of putative class members, which should have available to them complete and accurate information as they decide whether to participate in the proposed settlement. This type of transparency will also assure that Class Plaintiffs' communications are not misleading in a way that would require the Court's intervention. *See, e.g.*, *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 100 (1981) ("a district court has both the duty and the broad authority to exercise control over a class action and to enter appropriate orders governing the conduct of counsel and parties"); *Wiginton v. Ellis*, No. 02 C 6832, 2003 WL 22232907, at *2 (N.D. Ill. Sept. 16, 2003) (court may control "misleading communications and communications which affect a putative class members' decision to participate in the class") (citation omitted). Indeed, the necessity for this sort of open dialogue is evidenced by this very motion, wherein Class Plaintiffs gratuitously list several reasons behind their opposition to the proposed settlement that have nothing at all to do with sampling or the issue raised in their motion but rest on disputed propositions that AIG will rebut.

Third, Class Plaintiffs' argument that they should not be required to disclose attorney work product to AIG is meritless. AIG is merely asking for Class Plaintiffs to disclose what they have already determined to disclose to other third-parties, *i.e.*, putative class members that they do not represent and with which they have only a potential common interest. There is no applicable work product protection in such circumstances.

Fourth, to the extent Class Plaintiffs suggest that the files and data AIG produced as part of the sampling process were not properly designated confidential and attorneys' eyes only, Liberty Mutual applied the same designation to all of the sampling files and data it produced, including that which came from Class Plaintiffs. Presumably, that is because Liberty Mutual and Class Plaintiffs agree with AIG that information in those materials regarding the identity of customers, pricing strategies and other commercially sensitive information is appropriately shielded from competitors' business people.

For the foregoing reasons, Class Plaintiffs' motion should be denied.

Respectfully submitted,

PLAINTIFFS AMERICAN INTERNATIONAL GROUP, INC., et al.,

By: /s/ Rebekah H. Parker
One of Their Attorneys

Stephen Novack
Andrew D. Campbell
Rebekah H. Parker
NOVACK AND MACEY LLP
100 North Riverside Plaza
Chicago, IL 60606
(312) 419-6900

Michael B. Carlinsky
Kevin S. Reed
Jennifer J. Barrett
QUINN EMANUEL URQUHART
& SULLIVAN, LLP
51 Madison Avenue
22nd Floor
New York, NY 10010
(212) 849-7000

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that a copy of **AIG'S RESPONSE IN OPPOSITION TO CLASS PLAINTIFFS' RENEWED MOTION FOR LIMITED RELIEF FROM THE PROTECTIVE ORDER** was served upon all counsel of record in this action pursuant to the written consent of the parties under Fed. R. Civ. P. 5(b)(2)(E) via the U.S. District Court CM/ECF e-filing system on January 27, 2011.

/s/ Rebekah H. Parker